

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

RECEIVED

March 31, 2010

Denise Menard, First Selectman
Town of East Windsor
11 Rye Street
Broad Brook, CT 06016

MAILED 4.12.10
JPD

Re: Notice of Grant Award
Incentive Housing Zone (IHZ) Study

Dear Selectman Menard:

Enclosed you will find the Housing for Economic Growth Program Notice of Grant Award, for \$20,000 for Incentive Housing Zone Study Project. This funding is for the time indicated on the attached award. Please sign and date the Award document and return the entire package within 10 business days to:

Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Avenue, MS#54 ORG
Hartford, CT 06106-1379
Attn: Dimple Desai

A copy of the fully executed Award document will be mailed to you after you have signed and returned the documents to OPM. Please do not alter or make changes to this Award document.

Please note that the Office of Policy and Management cannot guarantee reimbursement of any funds expended or obligated prior to the beginning date of the Award.

Please call Dimple Desai, of my staff, at (860) 418-6412 with any questions regarding this matter. Thank you for your continued cooperation.

Sincerely,

W. David LeVasseur, Undersecretary
Intergovernmental Policy Division

Encl.

Cc: Robert L. Genuario, Secretary, OPM
Phil Smith, Undersecretary, OPM
Peter Dorpalen, COGCNV



**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**
Intergovernmental Policy Division
450 Capitol Avenue
MS# 54ORG
Hartford, CT 06106-1308

**FIRST AMENDED
NOTICE OF GRANT AWARD**

The Office of Policy and Management, Intergovernmental Policy Division, hereby makes the following grant award in accordance with CGS Section 8-13 (m-x) , and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee Town of East Windsor
Address 11 Rye Street
City/State/Zip Broad Brook, CT 06016

Town Code 047
State Agency Code OPM20600
Federal Employer ID No. 06-6001993

OPM Grant No. HEGTA-09-047
Project Title Incentive Housing Zone (IHZ) Study
Date Of Award January 26, 2010
Period Of Award From: March 1, 2010 To: June 30, 2011
Amount Of Award Federal: \$ State: \$20,000 Interest: \$
State Match: \$ Grantee Match: \$0 Other: Specify \$
Total Budget \$20,000

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all original Grant Conditions.

BY: 

Signature of Authorized Official

Typed Name and Title of Authorized Official

4/12/2010
Date

FOR THE OFFICE OF POLICY AND MANAGEMENT

BY: 

Signature of Authorized Official

Robert L. Genuario, Secretary

Typed Name and Title of Authorized Official

5/26/10
Date

For OPM Business Office Use Only

Dept	Program	Fund	SID	Project	Account	Chartfield 1/2	Bud Ref
OPM20600	13046	12060	90526	OPM000000001111	55050	n/a	2008

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 CAPITOL AVENUE
MS # 54ORG
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Non-Discrimination and Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a

competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**

**Intergovernmental Policy Division
450 CAPITOL AVENUE
MS # 54ORG
HARTFORD, CT 06106**

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

- ☐ 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at _____ regarding the required revisions.
- ☐ 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at _____ for further detail on these funding restrictions.
- ☐ 3. The Grantee is required to participate in training session(s) on _____. The Grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
- ☒ 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- ☒ 5. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- ☐ 6. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- ☒ 7. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, data base or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.
- ☐ 8. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.

- ☐ 9. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- ☐ Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
 - ☐ 28 C.F.R. Part 42, Subparts C, D, E.
 - ☐ 28 C.F.R. Part 23 (Criminal Intelligence Systems).
 - ☐ 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
 - ☐ U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
 - ☐ To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- ☐ 10. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
- ☐ 11. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- ☐ 10 C.F.R. Part 600 (Financial Assistance Rules).
 - ☐ 10 C.F.R. Part 420 (State Energy Financial Assistance Rules).
 - ☐ Department of Energy (DOE) National Policy Assurances.
- ☒ 12. The Grantee agrees to and shall comply with the attached Work Program, as may be amended.
- ☐ 13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.

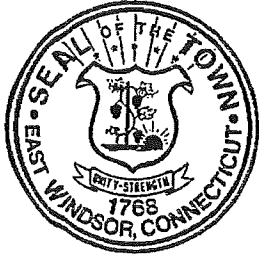
Work Program
Technical Assistance Funding
Housing for Economic Growth Program

Municipality: Town of East Windsor
Project Name: Incentive Housing Zone (IHZ) Study
OPM Grant Number: HEGTA-09-047

The grantee agrees that it shall comply with the following items, as may be amended:

1. Attached "Revised Grant Application Form", which is specifically incorporated and made part of this Grant Award.
2. The grantee shall use the funds in accordance with the budget provided and the tasks identified by the grantee.
3. The grantee shall provide consultant selection process and proposed scope of work to OPM for review.
4. The grantee shall include preparation of the housing plan into the scope of work.
5. The grantee shall provide written quarterly updates to OPM on their progress.
6. The grantee shall provide invoices as a backup when seeking reimbursement from OPM.
7. If applicable, should the grantee determine that IHZ would work and creates draft regulations and draft design standards, the grantee shall provide to OPM the draft regulations proposed for the incentive housing zones and the draft design standards before adoption.
8. The grantee shall provide all final deliverables to OPM.
9. It is understood that the proposed use of grant funds, the schedule and the line item budget are provided based on preliminary estimates. The uses, the schedule and the line item budget may change in the future based on the project needs.

To the extent applicable, grantee shall provide in writing to OPM, additional deliverables that may be substituted for a deliverable that the grantee and OPM determine to be unnecessary or duplicative of an existing deliverable. Grantee shall document all such additional proposals to OPM and OPM shall respond to Grantee in writing. Grantee shall not be permitted to change any deliverable until OPM consents to same in writing.



TOWN OF EAST WINDSOR

PLANNING & ZONING DEPARTMENT

11 RYE STREET, P.O. BOX 389

BROAD BROOK, CT. 06016

FAX: (860) 623-6030

TOWN PLANNER LAURIE WHITTEN, CZEO, AICP

ZONING ENFORCEMENT OFFICER, Robin Newton

January 28 2010

RECEIVED

FEB 08 2010

OPM / IGP DIVISION
UNDERSECRETARY OFFICE

Dimple Desai
Community Development Director
Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Avenue, MS#540RG
Hartford, CT 06106-1379

Re: Home Connecticut Technical Assistance Grant Application

Dear Mr. Desai:

Please find attached the revised Home Connecticut Technical Assistance Grant Application inclusive of one copy. I have performed a preliminary study of areas within East Windsor that could qualify for the Incentive Housing Zone Development. It is my hope that this will aid in your decision to award East Windsor this grant opportunity.

East Windsor looks forward to continuing to strengthen our diverse housing stock with incentive housing for our workforce. We believe that this grant can open up many possible areas for workforce housing and economic development within the East Windsor limits.

Thank you for your guidance and time, and anticipated positive response to this application. Please feel free to call 860/292-8256 with any questions, comments or concerns.

Respectfully,

Laurie P. Whitten, CZEO, AICP
Director of Planning and Development/
Town Planner

State of Connecticut
Office of Policy and Management
Home Connecticut Technical assistance
Grant Application Form

I. BUSINESS INFORMATION

Name of Applicant: Town of East Windsor

Address: 11 Rye Street, Broad Brook, CT 06016

Representative: Laurie Whitten, Director of Planning and Development

Authorized Official: Denise Menard, First Selectman

Project Manager: Laurie Whitten, Director of Planning and Development

Contact Information: 860/292-8256
lwhitten@eastwindsorct.com

Federal Employer Identification Number: 066001993

Grantee's Fiscal Year: July 1 through June 30

II: PROJECT INFORMATION

Project Title: Incentive Housing Zone (IHZ) Study

Intended Use of Funds: Research feasibility of incentive housing zone, and if feasible, implement IHZ by establishing location, guidelines and regulations.

January 21, 2010: In response to the letter we received from OPM (dated October 19, received October 27, 2009) requesting East Windsor to reduce our projected costs for this project, we have re-assessed our needs. With reduced funding, we have focused on one of the three areas previously submitted, and a new area that has recently become eligible with a pending sewer expansion project. Assuming that the feasibility study will reduce potential sites further, it

was reasonable to assume that all other costs would be reduced, with less to review, analyze and map. The development of Design standards and Regulations should be easier by hiring a consultant that has created IHZ regulations for other towns, which can be used a model. We could also reduce our projected printing costs as the town has acquired a new printer and software, and changed to a paper with lesser legal ad fees.

II: PROJECT INFORMATION - continued

Project Budget:

Once funds are awarded, a consultant will be sought through "request for proposal" (RFP) process. Based on previous approved applications, estimated costs are as follows:

○ Feasibility Study and Parcel Selection:	\$ 2,500
○ GIS Consultant – prepare maps and analysis	\$ 2,500
○ Preparation of Conceptual Plan	\$ 5,000
○ Collaborative workshops with stakeholders: property owners, businesses and residents	\$ 4,500
○ Development of design standards for architectural style and density/Drafting of zoning and subdivision regulations	\$ 5,000
○ Miscellaneous printing, advertisements, legal fees, GIS Consultant/maps, etc.	\$ 500
• TOTAL	\$20,000

Note: Staff will assist throughout process and perform all duties and tasks possible in house. Town will cover printing costs,

III. LOCAL APPROVALS

Attached are resolutions approving the request for monies to investigate the feasibility of an IHZ in East Windsor by the Planning and Zoning Commission (PZC) dated December 10, 2008 and the Board of Selectman (BOS), dated January 20, 2009.

IV. PROJECT PLAN /BUDGET DETAILS

- 1. Feasibility Study and Parcel Selection: (staff, PZC, and consultant)** Once money has been allocated, Staff will publish a Request for Proposals (RFP) for a consultant. Staff will work with selected consultant to determine feasibility for establishment of IHZ in two general focus areas, Warehouse Point and Route 140 Corridor. The Warehouse Point area is located in an "eligible location" which has existing infrastructure (i.e. Sewer and Water), falls within the State Plan of Conservation of Development growth area, has generally higher densities, and easy access to the Interstate. The Route 140 Corridor is currently slated to have a major sewer expansion (USDA funding has been sought), which ties in with the Comprehensive Plan's goal of developing this corridor with business and mixed uses. This corridor is prime for rezoning and development, as most of the properties are currently vacant. Development of workforce housing tied together with mixed use development would be a great fit for this area.
- 2. GIS Consultant – prepare maps and analysis: (staff and GIS consultant)** To facilitate the feasibility study, the municipal GIS system will be utilized to find particular parcels that fit the IHZ requirements. Some data layers such as Sept '08 flood maps, Sewer Service Area Maps, and many maps from the East Windsor Plan of Conservation and Development will need to be

downloaded into the existing GIS system. Once all layers are available, a reasonable assessment of eligible vacant land can be made.

3. **Preparation of Conceptual Plan: (staff, PZC and consultant)** In addition to promoting higher density workforce housing with flexible regulations and mixed use projects, the IHZ must also meet the goals of promoting economic development, preserving open space and the historic structures, rural scenery, and cultural resources that are treasured in East Windsor.
4. **Collaborative workshops with stakeholders: property owners, businesses and residents. (staff, PZC, consultant and stakeholders)** Workshops with all stakeholders will be required to determine if the Town of East Windsor, and especially selected property owners will buy into the IHZ concept. Design criteria, zoning and architectural standards can be discussed and selected for implementation.
5. **Development of design standards for architectural style and density/Drafting of zoning and subdivision regulations. (staff, PZC and consultant):** New guidelines and regulations will need to be drafted and adopted. Considerations such as meeting the goals in the adopted POCD will need to be addressed, and perhaps require a comprehensive plan amendment with regard to density standards. A study of existing village architecture may be considered necessary before an architectural style of units can be determined.
6. **Miscellaneous printing, legal and informational advertisements, legal fees, GIS Consultant/maps, etc. (staff and consultants):** It is anticipated that there will be additional miscellaneous costs such as mailers to stakeholders, printing maps, manipulating data on the GIS, legal advertisements for public hearings, review of proposed regulations by Town Attorney, printing of regulations, and other various costs that will arise.

Use of Funds:

While the Town of East Windsor boasts a unique and diverse housing stock, which encompasses over 10% affordable housing units, the comprehensive plan and development identifies the goal for continued enhancement and diversity of the housing stock. Currently, large tracks of undeveloped land remain in East Windsor. The goal for the use of these grant monies is to further develop housing stock for the workforce of this blue collar community, while expanding the affordable housing stock and promoting mixed use development. The East Windsor Department of Planning and Community Development employs limited staff, all of whom has a full work load. Additionally, only extremely limited funds are available for any outside professional assistance. The Town lacks a GIS coordinator which requires all GIS work to be contracted. Consultants would be required to be employed in order to accomplish the goals of this project in a timely and orderly manner.

The **funds** allocated by this grant will enable:

1. Staff to work with a Planning Consultant to study the feasibility of implementing IHZ zones and regulations.
2. Staff to work with a GIS Consultant to manipulate data, and prepare maps for analysis, presentation, and implementation.
3. Consultants to quickly lead the path for development of conceptual plan in a timely fashion.
4. Consultants and staff to conduct expedited workshops with stakeholders in order to establish strategies for development of new regulations and guidelines.
5. Consultants to work with staff and PZC to develop new guidelines and regulations for adoption of new IHZ 's.
6. Staff to order maps, and other materials for workshops, utilize legal counsel and review, and publish legal notices for public hearings and meetings, all essential for the successful completion and implementation of the study.

The **timetable** for completion and implementation of the project and use of funds is estimated to be approximately 9 to 12 months after grant money is awarded to the Town of East Windsor. The estimated timetable commencing when funds are awarded is as follows:

RFP – Publish , select -----[2 months]
& contract with GIS and/or
Planning Consultant

Feasibility Study ----- [2 months]

Prepare Conceptual Plan/ ----- [2-4 months]
Workshops

Develop Guidelines and ----- [3-4 months]
Regulations/Workshops/
Adoption

ESTIMATED TOTAL TIME ----- [9-12 months]

Preliminary Study

A cursory review with rough estimates of available sites in town was performed. These parcels which appear to be “eligible” for IHZ suggests that up to 300 acres might fall under the IHZ guidelines. After a more detailed analysis is performed, if only 10% of these acres qualify, that would yield 30 acres.

Quick analysis :	30 acres X 6 SF dwelling units/acre	= 180 SF IHZ dwelling units
	30acres X 10 duplex/townhouse units /acre	= 300 duplex/townhouse IHZ units
	30 acres X 20 MF units/ acre	= 600 multi family IHZ units

Generalized Maps of the two potential districts are attached. In addition, prospective parcels in these selected areas are listed with their actual acreage, and approximate acreage yield after deducting wetlands and floodplains. Also included are the East Windsor Sewer Service Area Map, and the East Windsor portion of the OPM State Plan of Conservation map, both with the ~~three~~ ^{two} proposed IHZ zones depicted.

MOTION

The Planning and Zoning Commission endorses the grant application for assistance with incentive housing zones entitled "State of Connecticut, Office of Policy and Management, Home Connecticut Technical Assistance Grant Application". We certify that we will consider the creation of one or more housing incentive zones.

Dated December 9, 2008

This motion is hereby certified to be a true and accurate statement from the East Windsor Planning and Zoning Commission dated December 9, 2008.

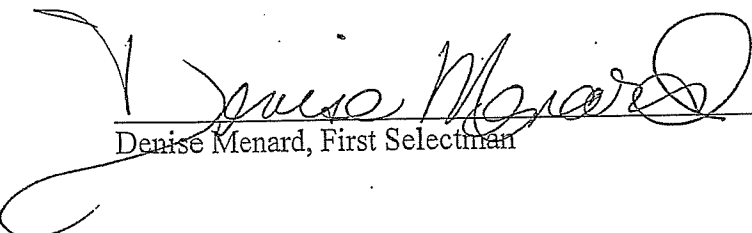
Karen W. Gaudreau
Karen W. Gaudreau, Town Clerk

1/28/09
date

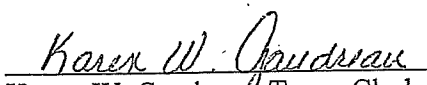
RESOLUTION

Be it resolved that the East Windsor Board of Selectmen endorses the submission of this grant application for assistance with incentive housing zones entitled, "State of Connecticut, Office of Policy Management, Home Connecticut Technical Assistance Grant Application". The Board of Selectmen encourages the Town Planner, Laurie Whitten, and the Planning and Zoning Commission to use the grant monies to employ consultants to investigate and eventually implement incentive housing zones within the Town of East Windsor to promote work force housing for our citizens.

This resolution is hereby certified to be a true and accurate statement from the East Windsor Board of Selectmen, dated January 20, 2009


Denise Menard, First Selectman

1/21/2009
date


Karen W. Gaudreau, Town Clerk

1/28/09
date

My signature below, for and on behalf of Town of East Windsor, indicates
Name of Grantee

acceptance of the following and further certifies that:

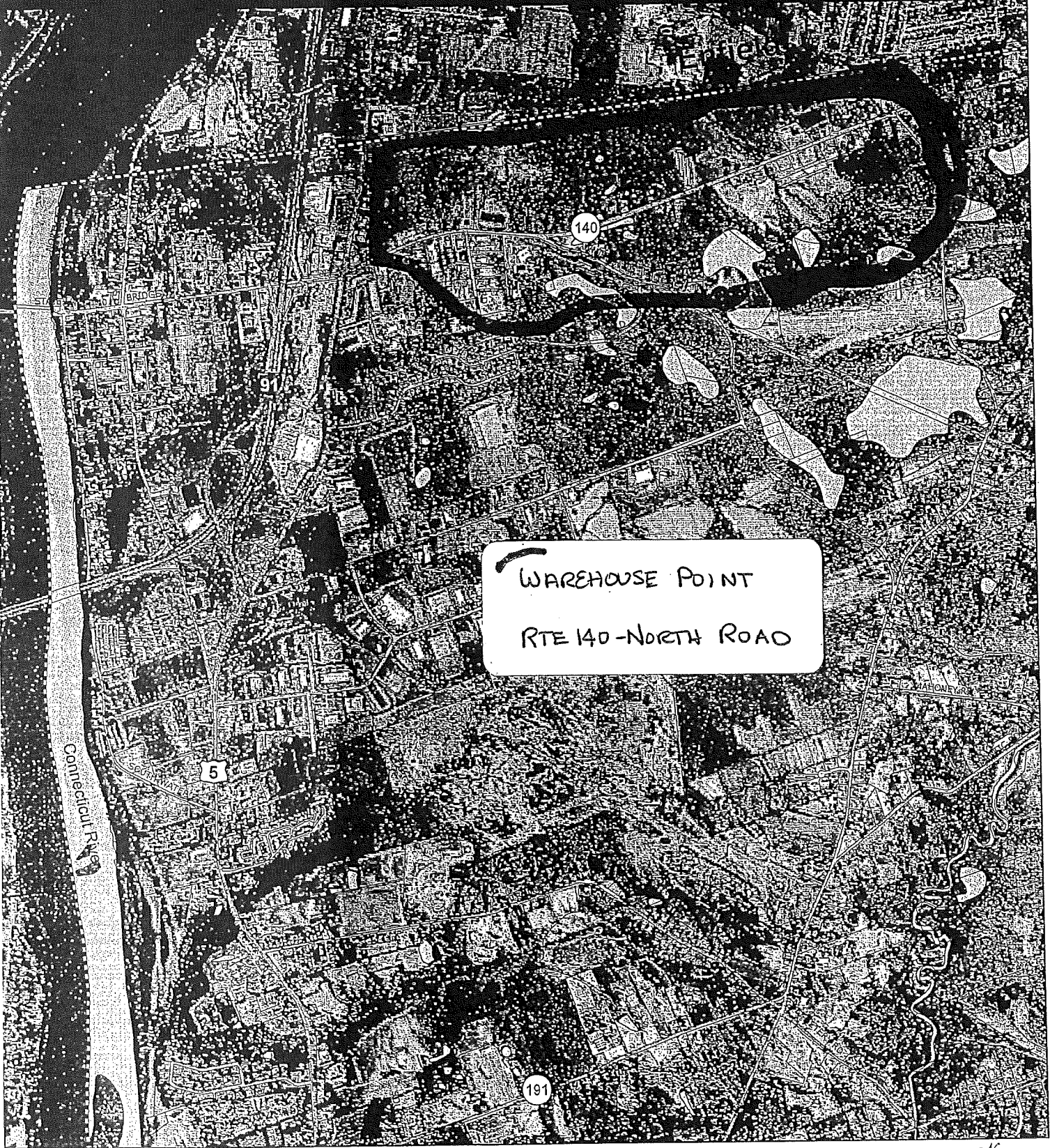
1. I have the authority to submit this grant application;
2. I have read, understand, and will comply with the General Grant Conditions;
3. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
4. I understand that should this grant application be approved, such state funds shall be expended no later than June 30, 2009;
5. I understand that requests to extend the grant end date shall be submitted in writing to the Office of Policy and Management no later than thirty (30) days before the grant end date of June 30, 2009
6. I understand that unexpended funds shall be returned to the State of Connecticut within sixty (60) days of the grant end date;
7. I understand that if this organization meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the organization is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period. If this organization is not required to submit a State Single Audit, the organization is required to submit a final accounting of the grant expenditures within sixty (60) days of the grant end date; and
8. I hereby certify that the statements contained in the responses to this application and accompanying documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the project in accordance with the representations contained herein.

Laurie P. Whitten
Authorized Official
Laurie P. Whitten, CZEO, AICP

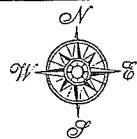
Director of Planning & Development/
Title Town Planner

January 29, 2009
Date

POSSIBLE IHZ
AREAS

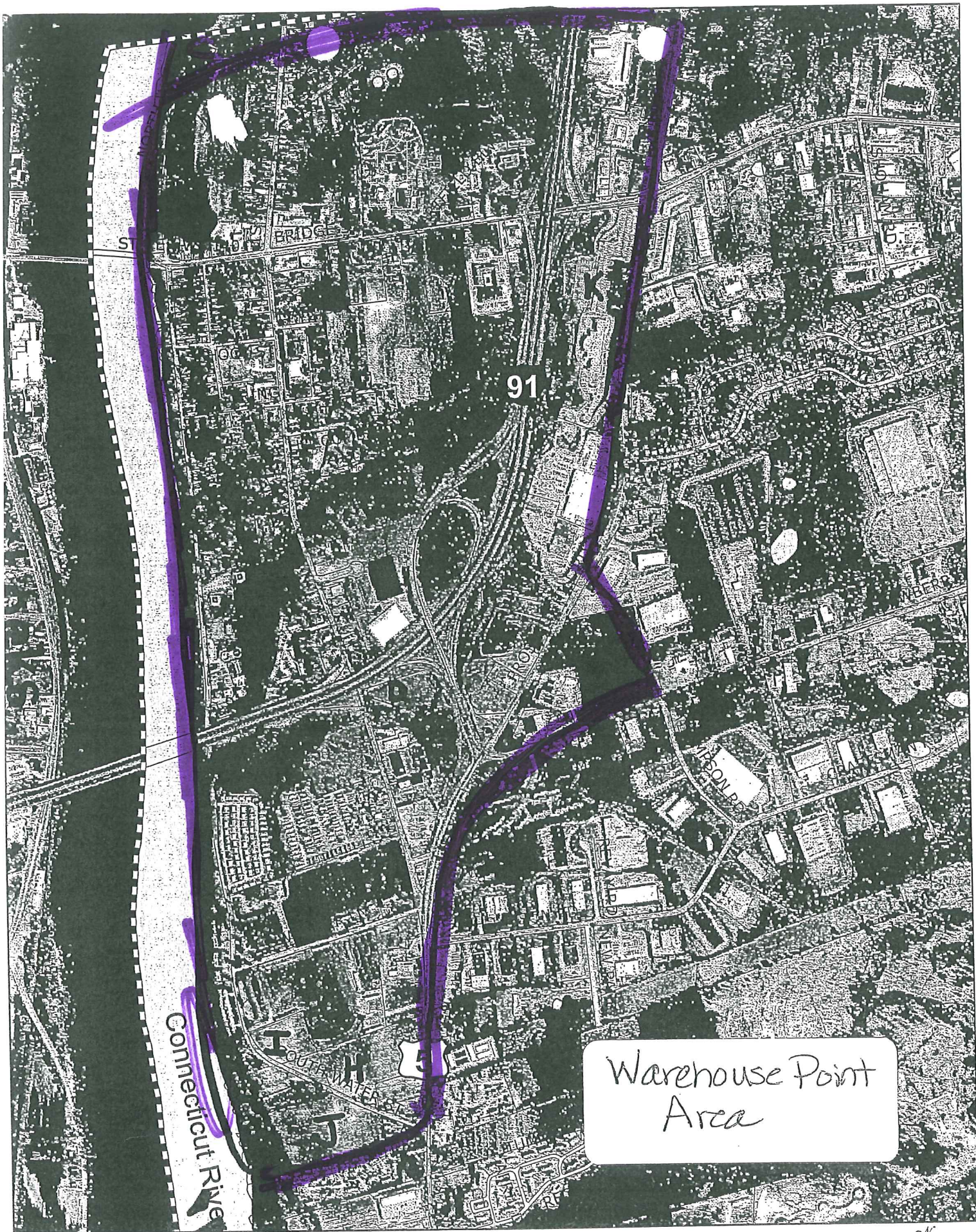


WAREHOUSE POINT
RTE 140-NORTH ROAD



WAREHOUSE POINT

Letter	Map/Block/Lot	Acreage (acres)	Potential Yield Acreage (acres)
A	01/04/011A	34	26
B	05/12/021	18	14
C	04/12/030	22	16
D	11/15/001	4	4
E	12/17/029	14	12
F	11/10/029A	14	13
G	13/11/003	19.5	19.5
H	13/11/6	11	11
I	13/11/6A	4	4
J	13/05/035	15	11.5
K	5/14/2001	27	24
			Total 155

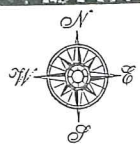


Warehouse Point
Area

0 500 1,000 2,000 Feet
1 inch equals 1,101.69 feet



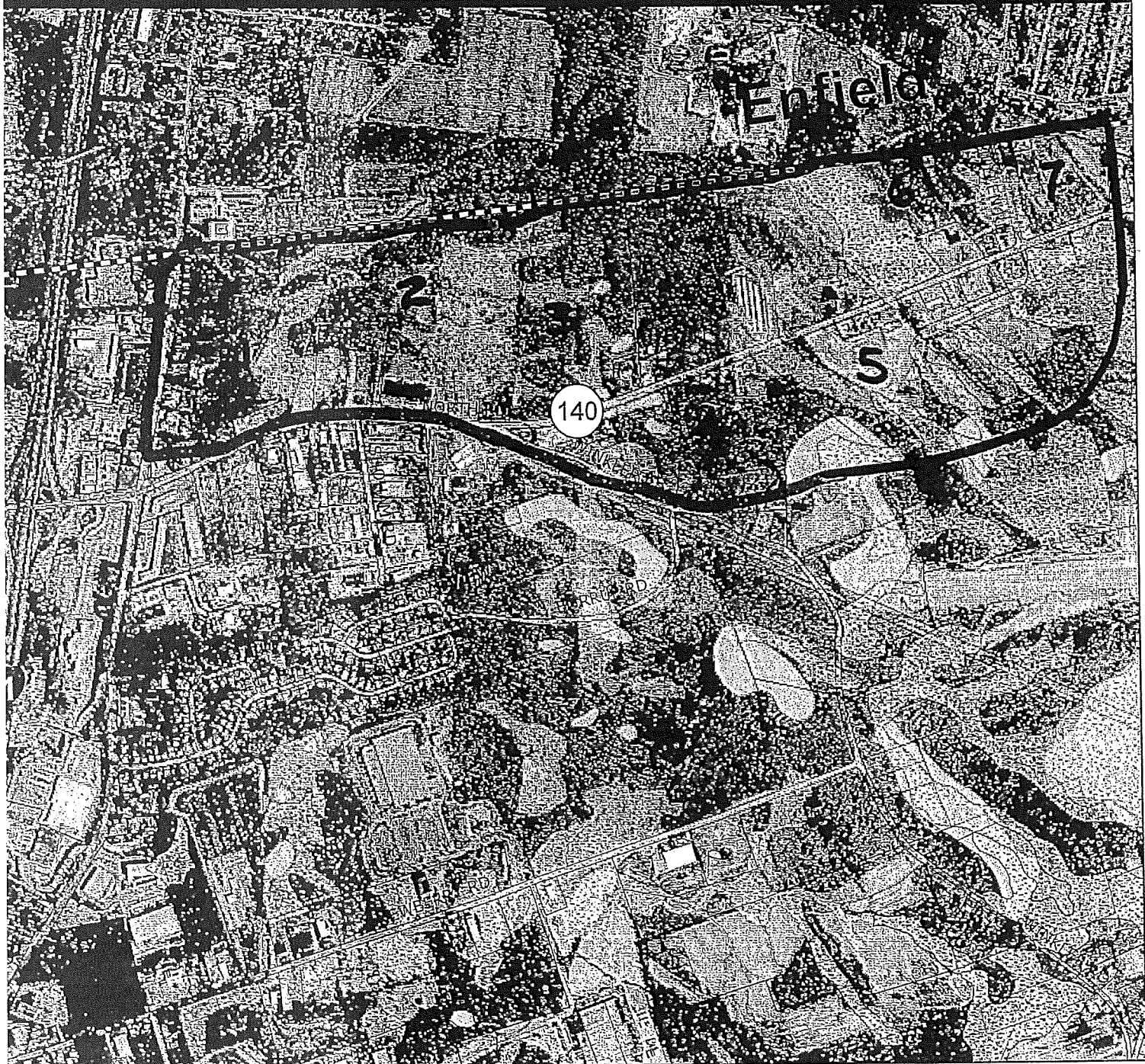
Town of East Windsor
Hartford County, State of Connecticut



ROUTE 140-NORTH ROAD

Number	Map/Block/Lot	Acreage (acres)	Potential Yield Acreage (acres)
1	2/16/9	18	11
2	2/16/18	67	40
3	7/16/021	36	26
4	7/24/05	47	30
5	7/24/011	65	20
6	7/16/26	7	7
7	8/25/001	15	13
			Total 147

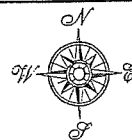
ROUTE 140
(AKA NORTH ROAD)
CORRIDOR



0 550 1,100 2,200 Feet
1 inch equals 1,254.84 feet

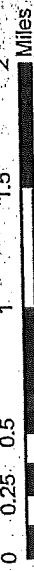


Town of East Windsor
Hartford County, State of Connecticut



Town of East Windsor

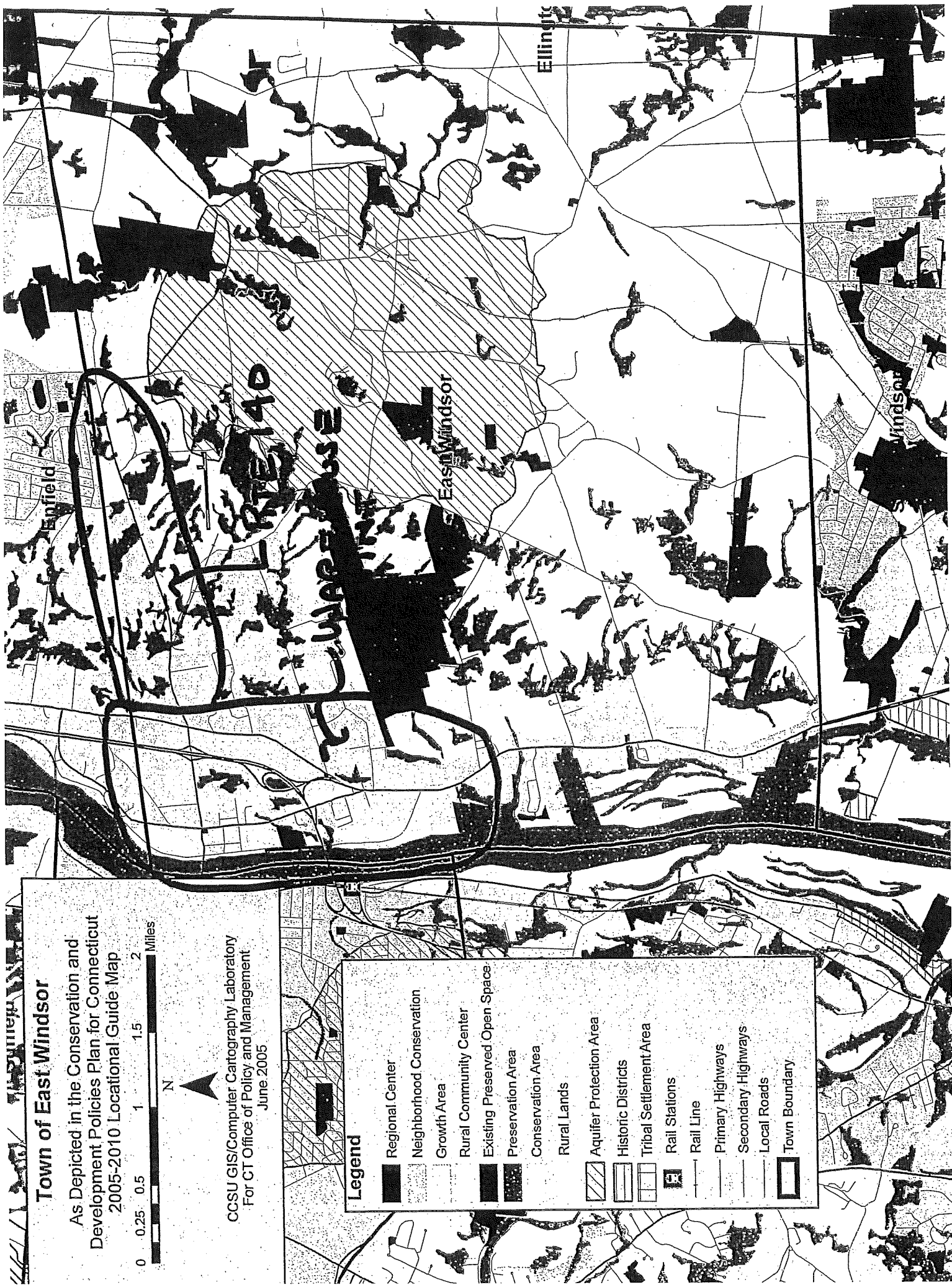
As Depicted in the Conservation and
Development Policies Plan for Connecticut
2005-2010 Locational Guide Map




CCSU GIS/Computer Cartography Laboratory
For CT Office of Policy and Management
June 2005

Legend

- Regional Center
- Neighborhood Conservation
- Growth Area
- Rural Community Center
- Existing Preserved Open Space
- Preservation Area
- Conservation Area
- Rural Lands
- Aquifer Protection Area
- Historic Districts
- Tribal Settlement Area
- Rail Stations
- Rail Line
- Primary Highways
- Secondary Highways
- Local Roads
- Town Boundary



East Windsor Sewer Service/ Sewer Avoidance Area Boundary

Sewer Avoidance Area
 Sewer Service Area
 Sewer Avoidance Area

A SEWER SERVICE AREA IS THE AREA THAT COULD CONCEIVABLY HAVE ADDITIONAL SEWERS IN THE FUTURE

A SEWER AVOIDANCE AREA IS AN AREA IN WHICH ONLY ON-SITE SYSTEMS ARE PLANNED TO BE UTILIZED

Reference: Water Pollution Control Facilities
Plan for the Town of East Windsor
March, 1992

